

REMARKS

Reconsideration of the application is requested in view of the above amendments and the following remarks. Claims 1, 10, and 17 have been amended to correct formal matters only. No new matter has been added nor have any substantive changes been made to the claims. Claims 1-18 remain pending in the application.

§102 Rejections

Claims 1 and 3-18 were rejected under 35 U.S.C. § 102(b) as being anticipated by Gillins (U.S. 6,223,510). Applicants respectfully traverse this rejection.

Independent claims 1, 5, 10, 17 and 18 are directed to bumper members that protect an exposed surface of a mower/vehicle. Claims 1, 5, 10 and 17 each recite that the bumper is used to protect a trim surface of a mower deck. A mower deck is a feature of a mower that is well known in this technical field. The mower deck houses the mower blade (cutting element) and is a feature separate and distinct from the mower blade. Mower decks typically include an exposed surface around a peripheral edge of the deck that is arranged to engage objects around which the mower is cutting. This exposed surface is typically called a trim surface because it is used when cutting directly adjacent to the object. The trim surface is usually spaced within a few inches of an end of a cutting blade housed in the mower deck. Thus, when the trim surface engages an object around which the mower is cutting, the blade can cut or "trim" within a few inches of the object.

Because the trim surface of the mower deck is frequently brought into contact with objects, there is a need to protect the trim surface from wear and other damage (See page 1, lines 13-23 and trim surface 222 of mower deck 220 shown in Figures 2 and 3 of the present

application). The claimed bumpers are intended to provide protection for a trim surface of a mower deck (claims 1, 5, 10 and 17) or an exposed surface of a motorized lawn care vehicle (claim 18).

Gillins discloses a mower deck 2, an outer peripheral surface (or trim surface—not numbered) of the mower deck 2, and a protector ramp 4 that provides a smooth barrier between an object 6 and the deck 2. If the protector ramp 4 were removed from the deck 2, the trim surface of the deck 2 would come in contact with the object 6. Thus, the protector ramp 4 provides protection of the trim surface of the deck 2.

The protector ramp 4 is coupled directly to and maintains contact with the trim surface of the deck 2 along an entire length of the protector ramp 4. There is no part of the protector ramp 4 that is "spaced apart from the trim surface," as required by claims 1 and 5. To be "spaced apart", two objects must be spatially separated. Although Gillins discloses the protector 4 being a separate member from the deck 2, Gillins fails to disclose the protector ramp 4 being spaced apart from the deck 2.

Further, no portion of the protector ramp 4, in particular one of the ends of the protector ramp 4 is configured for "maintaining sliding engagement with the mower deck," as required by claim 10. The entire protector ramp 4 maintains a fixed position relative to the trim surface of deck 2, which prevents sliding movement of protector ramp 4 relative to the deck 2.

The protector ramp 4 also fails to include a bend section "positioned adjacent to and spaced apart from at least a portion of trim surface of the mower deck," as required by claim 17. When the "trim surface" is properly identified as an exposed peripheral surface of the mower deck rather than the mower blade, it is clear that Gillins fails to disclose the "spaced apart" limitation of claim 17.

Gillins also fails to disclose that the protector ramp 4 is bendable such that it can move (claim 1) or bend (claims 5 and 18) toward the trim (claims 1 and 5) or exposed (claim 18) surface when brought in contact with an object, as required by claims 1, 5 and 18. The protector ramp 4 is constructed from a material such as Teflon that provides a smooth barrier. Whether the material of protector ramp 4 comprises Teflon or a similar material, it is only possible for the protector ramp 4 to be compressed when brought in contact with an object because the protector ramp is in engagement on one side along an entire length of the deck 2. The curved structure or shape of the protector ramp 4 as shown in Figure 1C of Gillins, does not bend or move with respect to the trim surface. Therefore, Gillins fails to disclose every limitation of claims 1, 5 and 18 for this additional reason.

Concerning claim 10, Gillins fails to disclose an end of the protector ramp 4 being "configured to slide relative to the mower deck while maintaining contact with the mower deck." As discussed above, the protector ramp 4 maintains a fixed position at all locations along the length of the protector ramp with respect to the deck 2 or a trim surface of the deck. The rejection is silent concerning how Gillins discloses this limitation.

In view of the above, Applicants submit that Gillins fails to disclose every limitation of claims 1, 5, 10, 17 and 18 and the claims that depend from them.

Claims 1 and 3-18 were rejected under 35 U.S.C. § 102(b) as being anticipated by Phillips (U.S. 2,488,140). Applicants respectfully traverse this rejection.

Phillips includes many of the same shortcomings as discussed above related to Gillins. The bumper member 43 disclosed by Phillips, although having a generally curved shape, is fixed to and maintains contact with the housing plate 42 along an entire length of the bumper 43. The bumper 43 is used to protect the exposed peripheral edge of the housing plate 42. If the bumper

43 were removed, the peripheral edge (or trim surface) of the housing plate 42 would be exposed for contact with objects around which the mower is cutting grass.

Phillips fails to disclose a portion of the bumper "being spaced apart from the trim surface" of the mower deck as required by claims 1 and 5, or a portion of the bumper being "spaced apart from at least a portion of a trim surface of the mower deck," as required by claim 17. No portion of the bumper 43 is spaced apart from the otherwise exposed peripheral edge of the housing plate 42. Phillips discloses a plurality of metal clips 44 that extend around the bumper 43 and are bolted to the housing plate 42 to ensure that the bumper 43 maintains engagement with the housing plate 42. Therefore, Phillips fails to disclose every limitation of claims 1, 5 and 17 and the claims that depend from them.

Phillips also fails to disclose an end of the bumper 43 "maintaining sliding engagement with the mower deck . . . [and] configured to slide relative to the mower deck while maintaining contact for the mower deck when the mower deck bumper engages the objects," as required by claim 10. The bumper 43 is secured to the plate 42 such that there is no sliding or any other type of movement of the bumper 43 relative to the plate 42. Therefore, Phillips fails to disclose every limitation of claim 10 and the claims that depend from it. The rejection is silent as to how Phillips meets the limitations of claim 10.

Phillips also fails to disclose a bumper member that bends or that moves relative to the plate 42. The bumper 43 may comprise rubber or other material that is compressible. However, the bumper 43 does not move toward the plate 42 or bend toward the plate 2. Such bending or moving would require some type of spatial separation of the a portion of the bumper so than that spaced portion could actually move or bend towards the plate. Bending or moving is much different from compression. Bending and moving are not interchangeable with compression.

Therefore, Phillips fails to disclose moving (claim 1) or bending (claims 5 and 18) the bumper toward the trim (claims 1 and 5) or exposed surface (claim 18) when brought in contact with an object, as required by claims 1, 5 and 18 and the claims that depend from them.

§103 Rejections

Claim 3 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Phillips or Gillins in view of Reed (U.S. 1,342,393). Applicants respectfully traverse this rejection.

Applicants submit that this rejection incorrectly lists claim 3 instead of claim 2. There is no other rejection of claim 2 in the Office Action. Whether the rejection applies to claim 2 or claim 3, Applicants refer to the above discussion wherein it is shown that Phillips and Gillins fail to disclose or suggest every limitation of claim 1. Reed fails to remedy the deficiencies of Phillips and Gillins as they relate to claim 1. Therefore, claims 2 and 3 are allowable for at least the reason they are dependent upon an allowable base claim. Applicants do not concede the correctness of this rejection.

Examiner's Response to Arguments


Applicants note that claim 1 does recite "moves the bend section towards the trim surface." Also, as discussed above, Applicants submit that the trimming element (blade) disclosed by the cited references is not a trim surface of a mower deck as set forth in the claims. Further, the art of record fails to disclose or suggest a bend section of a bumper that is spaced apart from a surface of the mower deck.

In view of the above, Applicants request reconsideration of the application in form of a
Notice of Allowance.

Respectfully submitted,

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Date: March 14, 2005


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